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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into between the City of The Colony, Texas ("The Colony"), the City of Frisco, Texas ("Frisco"), and the North Texas Municipal Water District ("NTMWD"). The Colony, Frisco, and NTMWD are collectively referred to herein as the "Parties" or individually as a "Party".

WHEREAS, The Colony sued NTMWD and later Frisco for various causes of action arising out of a 1998 contract entitled "Stewart Creek West Regional Wastewater System Contract" (the "Contract") involving the expansion of the North Texas Regional Wastewater System known as Stewart Creek West;

WHEREAS, after a jury trial, the Trial Court entered its Final Judgment on April 13, 2007 incorporating the jury's verdict that The Colony breached the Contract and awarding attorneys' fees to Frisco but not awarding any damages to Frisco;

WHEREAS, all Parties appealed to the Fort Worth Court of Appeals which on November 26, 2008 upheld the Trial Court's decision and awarded Frisco damages in the amount of \$642,863.98 plus interest (*City of The Colony v. North Tex. Mun. Water Dist.*, 272 S.W. 3d 699 (Tex. App. – Ft. Worth 2008, pet. filed), (the "Lawsuit"));

WHEREAS, The Colony has filed (a) a Petition for Review with the Supreme Court of Texas in Cause No. 09-0069, and (b) its brief on the merits, and (c) its Reply to the Responses filed by Frisco and NTMWD;

WHEREAS, Frisco and NTMWD filed their (a) Responses to the Petition for Review and (b) each has filed its response to The Colony's brief on the merits; and

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WHEREAS, the Parties desire to compromise and settle all matters and issues in dispute between them in the Lawsuit in order to avoid the uncertainties, inconvenience, and expense of litigation and Frisco and The Colony desire to enter into other related agreements herein that are of mutual interest and in the best interests of its citizens.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment to Frisco. Upon execution of this Agreement, The Colony shall pay Frisco one million one thousand two hundred eight dollars fifty cents (\$1,001,208.50).
2. Dismissal of Appeal to Texas Supreme Court. Upon execution of this Agreement, the Parties agree to dismiss the appeal of the Lawsuit in the case styled *City of the Colony, Texas v. North Tex. Mun. Water Dist.*, Cause No. 09-0069 pending in the Texas Supreme Court. The Parties agree to take all actions reasonably necessary to effectuate the dismissal.
3. Termination of the Contract. Upon execution of this Agreement and payment of the consideration set forth in paragraph 1, the Parties shall execute that certain Relinquishment Agreement modifying the terms of the Stewart Creek West Regional Wastewater System Contract, attached hereto as **Exhibit "1"**.
4. Conveyance of Utility Easement. Contemporaneously with the execution of this Agreement, The Colony shall convey to Frisco a utility easement and temporary construction easement in the form attached hereto as **Exhibit "2-1"** (the "Easement") and **Exhibit "2-2"** (the "Temporary Construction Easement" or "TCE") and the easements will be free and clear of all liens and encumbrances. The Easement will be for approximately 1.912 acres of land, more or less,

located in the D.D. Bridges Survey, Abstract No. 84, City of The Colony Denton County, Texas and for approximately 2.203 acres of land, more or less, located in the L.B. White Survey, Abstract No. 1395, City of The Colony Denton County, Texas and both more particularly described in **Exhibit “A”** to the Easement. The TCE will be for approximately 1.881 acres of land, more or less, located in the D.C. Bridges Survey, Abstract No. 84, City of The Colony, Denton County, Texas and for approximately 1.678 acres of land, more or less, located in the L.B. White Survey, Abstract No. 1395, City of The Colony, Denton County, Texas and for approximately 0.267 acres of land, more or less, located in the L.B. White Survey, Abstract No. 1395, City of The Colony, Denton County, Texas, all of which are more particularly described in **Exhibit “A”** to the TCE. The Colony represents and warrants that it is the sole fee simple owner of the property the subject of the Easement and the TCE, and that it has full authority to execute the easement.

The Colony is not the owner of all of the property required for the construction of the utility line. The Colony agrees at its sole cost and expense to diligently pursue acquisition of the portion of the property it does not own. Specifically, The Colony will acquire a utility easement and temporary construction easement in the form attached hereto as **Exhibit “2-3”** (the “Additional Easement”) and **Exhibit “2-4”** (the “Additional Temporary Construction Easement” or “Additional TCE”) and the easements will be free and clear of all liens and encumbrances. The Additional Easement will be for approximately 0.309 acres of land, more or less, located in the R. Harding Survey, Abstract No. 611, and located in the L. White Survey, Abstract A-1395, City of The Colony Denton County, Texas and more particularly described in **Exhibit “A”** to the Additional Easement. The Additional TCE will be for approximately 0.248 acres of land, more or less, located in the R. Harding Survey, Abstract No. 611, and located in the L. White Survey, Abstract A-1395, City of The Colony, Denton County,

Texas and more particularly described in **Exhibit "A"** to the Additional TCE. Upon acquisition of the Additional Easement and the Additional TCE The Colony will convey both to Frisco not be later than March 30, 2010. Should The Colony fail to convey to Frisco the Additional Easement and/or Additional TCE by the date described above in this Section Frisco may, in its sole discretion, proceed with condemnation of such easement and The Colony is responsible for reimbursing Frisco all costs associated with the condemnation process to include but not limited to the surveying, appraisal fees, actual judgment amount, court costs, attorney's fees, and filing fees.

5. Realignment of Utility Easement. Should The Colony wish to realign a portion of the utility easement referenced in Paragraph 4 above in order to protect trees within its park system, as such park system exists on the date of this Agreement, Frisco will consider, but is not obligated to accept, such realignment under the following conditions:

- a. The request for realignment is written and received prior to Frisco completing construction plans for the utility line and any appurtenances; and
- b. The request for realignment is accompanied by a complete set of construction plans sealed by an engineer for the alternate alignment; and
- c. The realignment plans meet of regulatory requirements to include the construction standards of Frisco; and
- d. Revised and fully executed easement and temporary construction easement documents in exactly the same form and under exactly the same terms and conditions as that reflected in **Exhibits "2-1"** and **"2-2"** to this Agreement, save and except the property description changing to reflect the revised alignment; and
- e. The realignment plans do not increase the construction cost of the utility line.

6. Release of City Limits to Frisco. Upon execution of this Agreement, The Colony releases all jurisdictional and extraterritorial claims to the real property more particularly described in **Exhibit “3”** attached hereto and incorporated herein for all purposes consistent with the requirements of the Texas Local Government Code. The Colony consents to Frisco annexing the property described in **Exhibit “3”**. The Colony agrees that it will not challenge or seek to overturn its relinquishment of its jurisdictional and extraterritorial claims to the real property more particularly described in **Exhibit “3”** and that it will not challenge or seek to overturn or void an annexation by Frisco of the real property more particularly described in **Exhibit “3”**. The Colony will take all actions reasonably necessary to effectuate the intent and purpose of this paragraph.

7. Cooperation on Memorial Drive. The Colony and Frisco agree that the extension of Memorial Drive in The Colony will connect directly to Spring Creek Parkway in Frisco forming one continuous thoroughfare and realigning a portion of Town and Country Boulevard as is depicted on **Exhibit “4”** and hereinafter referred to as the “Project”. The scope of the Project shall include but not be limited to all engineering and design as well as construction of paving, curb and gutter, associated drainage, roadway signs and markings, signalization, landscaping and irrigation, all temporary and permanent railroad improvements, and the removal of the remainder of the existing Spring Creek Parkway pavement that becomes non-functional as a result of the Project. The Colony and Frisco agree the following will apply to the extension of Memorial Drive to Spring Creek Parkway:

a. The Colony will, at its sole expense, obtain all right-of-way and required permitting needed to complete the Project. Such right-of-way shall be a minimum of one hundred twenty feet (120’) in width and provide such additional right-of-way and/or easements

necessary for an underpass at the BNSF Railroad right-of-way. All portions of the right-of-way within the Frisco city limits will be obtained on behalf of Frisco and all deeds shall provide that ownership of such right-of-way is solely in the name of Frisco. Frisco agrees to support the efforts of The Colony, or a third party acting on their behalf, to obtain the right-of-way required for the Project so long as the alignment and the right-of-way to support such alignment remains as depicted in Exhibit "4".;

b. The Colony, at its sole expense, will contract for the engineering design of the Project with such engineering design being for a six (6) lane thoroughfare with the initial construction of four (4) lanes being within the Project scope. The engineering design will include an underpass at the BNSF Railroad right-of-way. All engineering plans must be reviewed and approved by the Frisco City Engineer prior to bidding of the Project for construction;

c. If a storm-water pump system is needed for the underpass, The Colony will be responsible for and pay the cost and operation and any other associated costs of the underpass;

d. If the storm-water is gravity drained, The Colony will be responsible for and pay the cost and operation and any associated costs of the necessary easements;

e. The Project will include sidewalks along both sides of the roadway. The sidewalks on south side will be a minimum of eight (8) feet wide and the sidewalks on the north side will be a minimum of six (6) feet wide;

f. All portions of the Memorial/Spring Creek connection and the realigned portion of Town and Country will have roadway lighting, irrigation, and landscaping that complies with all Frisco standards;

g. All roadway construction within the scope of the Project and within Frisco must comply with Frisco's subgrade ordinance and all other Frisco engineering standards as such ordinances and standards are in effect at the time of execution of this Agreement;

h. Town and Country Boulevard will be realigned to intersect the new Memorial/Spring Creek connection as depicted on **Exhibit "4"**. The new intersection will be a full access median opening. The intersection shall be signalized at the time of construction of the new intersection. The realignment of Town and Country and the signalization of the intersection contemplated within the Section are within the Project scope;

i. "Commercial Truck" as defined in Section 4. A. of Frisco Ordinance Number 10-02-09, commonly referred to as the Truck Route Ordinance, as such ordinance is in effect at the time of execution of this Agreement, will not be allowed on the Memorial Drive/Spring Creek connection and the connection will be posted accordingly. The Colony shall take all actions necessary to amend any and all of its ordinance(s) related to prohibition of "Commercial Trucks", as defined above, on Memorial Drive within The Colony beginning at Morning Star eastward to The Colony city limits. The only exemptions to this prohibition shall be those listed in Section 5.B. 1 through 6 of Frisco Ordinance Number 10-02-09 or other exemptions specifically required by state law;

j. The Colony supports and will continue to support future rail stations along the BNSF railroad both at the proposed Austin Ranch location within The Colony as well as the Spring Creek location within Frisco. The Colony affirms that it will not remove its support, under any circumstances, of the Spring Creek location and will provide evidence of such support in writing to Frisco upon request;

k. With regard to the construction of the Project only, and such Project construction being completed under the terms and conditions of this Agreement, The Colony will be deemed to have complied with the provisions of Article 1, Section 78-3 of the City of Frisco Code of Ordinances, commonly referred to as the Border Streets Ordinance; and

l. The Colony will allow Frisco to connect LoneStar Ranch Parkway to FM 423, as generally depicted on **Exhibit "5"**, and will provide any assistance necessary for Frisco to obtain right-of-way for such connection. The Colony will support any and all applications or permits required through the Texas Department of Transportation and/or the U.S. Corp of Engineers and Frisco will be deemed to have complied with all ordinances, processes, procedures and/or permitting requirements of The Colony related to this connection. The Colony will provide evidence of such support in writing to Frisco or the above referenced agencies upon request.

8. Approval by Frisco. Frisco represents and warrants that this Agreement has been approved by the Frisco City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of Frisco has been duly authorized to do so.

9. Approval by The Colony. The Colony represents and warrants that this Agreement has been approved by The Colony City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of The Colony has been duly authorized to do so.

10. Approval by NTMWD. NTMWD represents and warrants that this Agreement has been approved by the Board of Directors of NTMWD in accordance with all applicable public notice

requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of NTMWD has been duly authorized to do so.

11. Binding Agreement. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

12. Complete Agreement. Each Party declares and represents that this Agreement contains and constitutes the entire agreement between the Parties with respect to the Lawsuit and terminates, supersedes, and replaces any and all prior arrangements, understandings, representations, promises, inducements, or other communications, whether written or oral between the Parties related to the Lawsuit. Each Party declares and represents that no oral understandings, statements, promises, or inducements in addition to, inconsistent with, or contrary to the terms of this Agreement exist with respect to the Lawsuit. This Agreement can only be amended in writing signed by all Parties hereto.

13. **THIS SETTLEMENT AGREEMENT, ANY DISPUTES WHICH MAY ARISE IN CONNECTION WITH THE INTERPRETATION OR ENFORCEMENT OF THE SETTLEMENT AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES GENERALLY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND WITHOUT REGARD OR REFERENCE TO CHOICE OR CONFLICT OF LAW RULES.**

14. Time is of the Essence. In all instances in which a Party to this Agreement is required under this Agreement to do any act at a particular time or within a particular period of time, time is

of the essence in the performance of such act.

15. Negotiation of Agreement. Each Party represents that such Party has substantial experience in negotiating contracts, that this Agreement is the product of negotiations among the Parties, and that, therefore, no Party to this Agreement shall be charged with having promulgated this Agreement.

16. Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit 1	Relinquishment Agreement
Exhibit 2-1 through 2-4	Easement Documents
Exhibit 3	Metes and bounds description of property released by The Colony and annexed by Frisco
Exhibit 4	Depiction of Scope of Project
Exhibit 5	General Depiction of Lone Star Ranch Parkway Connection

17. No Third Party Beneficiaries. This Agreement is drafted for the benefit of the Parties and does not and shall not confer or extend any benefit or privilege to any third party.

18. Advice of Counsel. Each Party represents that prior to the execution of this Agreement, each Party has consulted with competent counsel concerning the meaning and effect of this Agreement. Each Party represents that each understands the terms of this Agreement, has entered into this Agreement knowingly, voluntarily, and without threat or duress.

19. Full and Complete Agreement. This Agreement contains the full and complete agreement of the Parties hereto and all prior negotiations and agreements pertaining to the subject hereof are merged in the Agreement. Each Party hereto expressly disclaims reliance on any facts, promises, undertakings or representations made by any other Party, or its agents or attorneys, prior to the date of execution of the Agreement.

20. Binding Agreement. This Agreement shall continue perpetually and shall be binding upon the Parties and shall inure to the respective benefits of the representatives, successors, and assigns of the Parties.

21. Expenses. Unless otherwise provided, each Party to this Agreement shall bear their own costs and expenses, including attorney's fees incurred in connection with the litigation, or otherwise, or arising prior to the execution of this Agreement.

22. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

23. Remedies for Breach. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity.

24. Acknowledgments. The Parties further acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Parties also acknowledge that signatures obtained via facsimile are sufficient to execute this Agreement.

25. Venue. The Parties agree that this Agreement is made and performable in Denton County, Texas. The Parties further agree that a District Court in Denton County, Texas shall be the mandatory and exclusive venue for any dispute arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in several counterparts, each of which is an original, as of the date first written above.

THE CITY OF THE COLONY, TEXAS

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

SUBSCRIBED AND SWORN TO BEFORE ME by _____, the
_____ of the City of The Colony, Texas, on this _____ day of
_____ 2010, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

THE CITY OF FRISCO, TEXAS

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO BEFORE ME by _____, the
_____ of the City of Frisco, Texas, on this _____ day of
_____ 2010, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

**NORTH TEXAS MUNICIPAL WATER
DISTRICT**

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO BEFORE ME by _____, the
_____ of the North Texas Municipal Water District, on this _____ day of
_____ 2010, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

Exhibit 1
Relinquishment Agreement

**STEWART CREEK WEST REGIONAL WASTEWATER SYSTEM
RELINQUISHMENT AGREEMENT**

This Stewart Creek West Regional Wastewater System Relinquishment Agreement (the "Agreement"), by and between the City of The Colony ("The Colony"), a home rule municipality located in Denton County, Texas and the City of Frisco ("Frisco"), a home rule municipality located in Collin and Denton Counties, Texas.

WITNESSETH:

WHEREAS, The Colony and Frisco have entered into a "Stewart Creek West Regional Wastewater System Contract," dated as of May 28, 1998 (the "Regional Contract"), with North Texas Municipal Water District (the "District");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Regional Contract;

WHEREAS, pursuant to the Regional Contract, the District has issued its "North Texas Municipal Water Stewart Creek Wastewater System Contract Revenue Bonds, Series 2004" (the "Bonds");

WHEREAS, pursuant to the Regional Contract, the District has acquired and improved the System for the purpose of providing facilities to receive, transport, treat, dispose of wastewater from the Participants thereunder, currently the Colony and Frisco;

WHEREAS, each of the Participants under the Regional Contract is obligated to make certain Annual Payments to pay its respective proportionate share of the Annual Requirement, which Annual Payments are based upon each Participant's "contributing flow to the System";

WHEREAS, the Regional Contract provides for certain minimum annual contributing flows for Frisco and The Colony;

WHEREAS, The Colony has never actually delivered any Wastewater flow to the System;
and

WHEREAS, Frisco has determined that its projected need for Wastewater transportation, treatment, and disposal services could require substantially all of the current capacity of the System to provide such services, and, therefore, is agreeable to making certain payments to the District on behalf of The Colony in return for The Colony's agreement to relinquish its right to Wastewater service under the Regional Contract.

NOW, therefore, by consideration of the mutual covenants and agreements herein contained, Frisco and The Colony hereby contract and agree as follows:

ARTICLE I RELINQUISHMENT

Section 1.01. RELINQUISHMENT OF WASTEWATER SERVICE. In consideration of, and conditioned upon, the payments to be made by Frisco pursuant to Article II hereof, The Colony does hereby relinquish any and all rights of The Colony to receive services for receiving, transporting, treating, and disposing of Wastewater pursuant to the Regional Contract, and The Colony shall not have the right to deliver any Wastewater to the System or request service under the Regional Contract.

Section 1.02. FUTURE WASTEWATER SERVICE. Neither The Colony nor Frisco shall protest or oppose in any manner any application for permit or permit filed or requested by the District to provide service with the System or filed by The Colony or Frisco to expand or extend their respective Wastewater systems to provide service to their respective residents.

ARTICLE II PAYMENTS

Section 2.01. INITIAL PAYMENTS. The Colony shall pay to Frisco all sums due under the terms of that certain Settlement Agreement executed simultaneously herewith. Frisco shall also pay to the District, for and on behalf of The Colony, all amounts owed by The Colony to the District as of the effective date of this Agreement.

Section 2.02. ANNUAL PAYMENTS. Frisco shall pay, for and on the behalf of The Colony, all future Annual Payments or Adjusted Annual Payments, as the case may be, payable by The Colony pursuant to the Regional Contract after the effective date of this Agreement. Frisco shall make such payments for so long as the Regional Contract shall remain in full force and effect.

ARTICLE III REMEDIES

Section 3.01. LEGAL AND EQUITABLE. Any party to this Agreement may require the other party hereto, and its officials and employees, to carry out, respect, and enforce the covenants and obligations of this Agreement, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction, against such party and its official and employees.

Section 3.02. ADDITIONAL REMEDY. In addition to all other remedies hereunder, in the event that any bondholder makes demand, or files an action against The Colony related to Frisco's failure to timely make any payments required hereunder and such failure shall continue for a period of 30 days after notice of such failure has been provided to Frisco by The Colony, Frisco hereby covenants and agrees to indemnify and hold The Colony harmless from any and all demands, claims, damages, and causes of action (including claims for attorneys fees) arising from Frisco's failure to

make such payments, to the extent allowed by law.

ARTICLE IV EFFECTIVE DATE, EFFECT, AND TERM

Section 4.01. EFFECTIVE DATE. This Agreement shall become affective as of the date of execution hereof, which is the date last specified hereon.

Section 4.02. EFFECT OF AGREEMENT. The Agreement shall be binding upon and inure to the benefit of The Colony and Frisco only. Nothing contained herein shall be construed to affect in any way the obligations of the parties hereto to the District or any owners of the Bonds under the Regional Contract.

Section 4.03. TERM OF AGREEMENT. This Agreement shall continue in full force and effect from the effective date thereof throughout the term of the Regional Contract.

ARTICLE V NOTICES

Section 5.01. NOTICES. Any notice, request or other communication under this Contract shall be given in writing and shall be deemed to have been given by either party to the other party at the addresses shown below upon any of the following dates:

- (a) The date of notice by telefax, telecopy, or similar telecommunications, which is confirmed promptly in writing;
- (b) Three business days after the date of the mailing thereof, as shown by the post office receipt if mailed to the other party hereto by registered or certified mail;
- (c) The date of actual receipt thereof by such other party if not given pursuant to (a) or (b) above.

The address for notice for each of the parties shall be as follows:

City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034
Attention: City Manager
Fax #: (972) 292-5122

City of The Colony, Texas
5151 N. Colony Blvd.
The Colony, Texas 75056
Attention: City Manager
Fax #: (972) 624-2298

or the latest address specified by such other party in writing.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of this _____ day of _____, 2010, which is the date of this Agreement.

CITY OF FRISCO, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

CITY OF THE COLONY

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

**Exhibit 2-1
Utility Easement
(the “Easement”)**

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

John Manganilla
City of Frisco, Texas
6101 Frisco Square Boulevard, 3rd Floor
Frisco, Texas 75034

UTILITY EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That the ***CITY OF THE COLONY, TEXAS***, ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain utility facilities (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of The Colony, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said utility easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part

thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted (the "Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such

condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2010.

GRANTOR:

CITY OF THE COLONY, TEXAS

By: _____

Name: _____

Title: _____

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for and on behalf of the **CITY OF THE COLONY, TEXAS**, he acknowledged to me he is the duly authorized representative of the City of The Colony, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City Manager for and on behalf of the **CITY OF FRISCO, TEXAS**, a Texas home rule municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT A

BEING 1.912 acres of land located in the D.C. BRIDGES SURVEY, ABSTRACT No. 84, Denton County, Texas, and being a portion of the tract of land conveyed to the City of The Colony by the deed recorded in Volume 3463, Page 264 of the Deed Records of Denton County, Texas, and incorporating a portion of the existing City of The Colony Sanitary Sewer Easement as recorded in Volume 2199, Page 145 of the Deed Records of Denton County, Texas. Said 1.912 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point being in the East boundary line of said City of The Colony Tract, and the West right-of-way line of the Burlington Northern Santa Fe Railroad, being located N 08° 58' 14" E 154.60 feet from a point at the intersection of the West right-of-way line of said Burlington Northern Santa Fe Railroad and the Northeast right-of-way line of Carroll Drive;

THENCE running along a line 15 feet Southwest of and parallel to the Southwest line of said existing City of The Colony Sanitary Sewer Easement, as follows:

1. N 80° 28' 17" W 6.36 feet, to a point at the beginning of a curve to the right;
2. NORTHWESTERLY 164.85 feet, along said curve to the right having a radius of 320.00 feet, a central angle of 29°30'59", and a chord bearing N 65° 41' 57" W 163.04 feet, to a point at the end of said curve;
3. N 50° 56' 27" W 472.60 feet, to a point at the beginning of a curve to the right;
4. NORTHWESTERLY 238.43 feet, along said curve to the right having a radius of 320.00 feet, a central angle of 42°41'28", and a chord bearing N 29° 35' 43" W 232.95 feet, to a point at the end of said curve;
5. N 08° 14' 59" W 1000.13 feet, to a point in the North boundary line in the said City of The Colony tract and the North line and said D.C. Bridges Survey;

THENCE N 89° 39' 49" E 45.43 feet, along the North boundary line of the said City of The Colony tract to a point lying in the East line of the aforesaid existing City of The Colony Sanitary Sewer Easement;

THENCE along the East line of said City of The Colony Sanitary Sewer Easement as follows:

1. S 08° 14' 59" E 993.88 feet, to a point at the beginning of a curve to the left;
2. SOUTHEASTERLY 204.90 feet, along said curve to the left having a radius of 275.00 feet, a central angle of 42°41'28", and a chord bearing S 29° 35' 43" E 200.20 feet to a point at the end of said curve;
3. S 50° 56' 27" E 472.60 feet, to a point at the beginning of a curve to the left;
4. SOUTHEASTERLY 141.67 feet, along said curve to the left having a radius of 275.00 feet, a central angle of 29°30'59", and a chord bearing S 65° 41' 57" E 140.11 feet, to a point at the end of said curve;
5. S 80° 28' 17" E 5.92 feet, to a point lying in the East boundary line of said City of The Colony tract and the West right-of-way line of Burlington Northern Santa Fe Railroad;

THENCE S 08° 58' 14" W 45.00 feet, along the East boundary line of the said City of The Colony tract to the POINT OF BEGINNING containing 1.912 acre (83,280 square feet) of land.

EXHIBIT "A"

MATCHLINE

L.B. WHITE SURVEY
ABSTRACT No. 1395

TURNER ST.

CITY OF FRISCO SANITARY
SEWER EASEMENT VOLUME
2315, PAGE 860
D.R.D.C.T.

FOX & JACOBS, INC.
VOL. 697, PG. 253
D.R.D.C.T.

R.P. HARDING SURVEY
ABSTRACT No. 611

SAN. SEWER EASEMENT
BY SEPARATE DOCUMENT

N 89°39'49"E 371.94'

N 89°39'49"E
45.43'

SURVEY LINE & PROPERTY LINE

CITY OF THE COLONY
SANITARY SEWER EASEMENT
VOL. 2193, PG. 145
D.R.D.C.T.

D.C. BRIDGES SURVEY
ABSTRACT No. 84

N 08°14'59"W 1000.13'

S 08°14'59"E 993.88'

PERMANENT SANITARY
SEWER EASEMENT "A"
1.912 ACRES
(83,280 SQ.FT.)

CITY OF THE COLONY
VOLUME 3463, PAGE 264
D.R.D.C.T.

BNSF RAILROAD

$\Delta=42^{\circ}41'28''$
R=320.00'
L=238.43'
CH=N 29°35'43"W
232.95'

$\Delta=42^{\circ}41'28''$
R=275.00'
L=204.90'
CH=S 29°35'43"E
200.20'

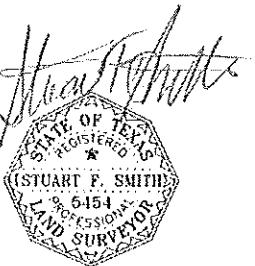
CITY OF THE COLONY
SANITARY SEWER EASEMENT
VOL. 2193, PG. 145
D.R.D.C.T.

$\Delta=29^{\circ}30'59''$
R=275.00'
L=141.67'
CH=S 65°41'57"E
140.11'

$\Delta=29^{\circ}30'59''$
R=320.00'
L=164.85'
CH=N 65°41'57"W
163.04'

1/2" IRON
ROD
FOUND

POINT OF
BEGINNING



NOVEMBER 3, 2009



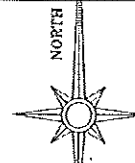
CITY OF FRISCO, TX
6101 FRISCO SQUARE BLVD.
FRISCO, TX 76034



BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

(817) 926-9241 - METRO (817) 329-5112
FAX No. (817) 926-9247
P.O. BOX 11374 • 3908 SOUTH FREWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEB: www.brittain-crawford.com

PERMANENT
SANITARY SEWER
EASEMENT "A"
1.912 ACRES OF LAND
LOCATED IN THE
D.C. BRIDGES SURVEY
ABSTRACT No. 84
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS



SCALE 1"=200'

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT B

BEING 2.203 acres of land located in the L.B. WHITE SURVEY, ABSTRACT No. 1395, City of The Colony, Denton County, Texas, and incorporating all of the existing City of Frisco Sanitary Sewer Easement as recorded in Volume 2995, Page 156 of the Deed Records of Denton County, Texas, and a portion of the City of Frisco Sanitary Sewer Easement recorded in Volume 2315, Page 860 of the Deed Records of Denton County, Texas. Said 2.203 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point being in the North boundary line of said City of The Colony Tract, being the Southwest corner of Tract 1, Block P, Heritage Lakes Phase 4 & 5, according to the plat recorded in Cabinet U, Slide 884 of the Plat Records of Denton County, Texas ;

THENCE N 89° 15' 06" E 45.00 feet, along the North boundary line of said City of The Colony Tract, to a point;

THENCE S 00° 40' 06" E 19.83 feet, to a point;

THENCE S 47° 42' 06" W 235.65 feet, to a point lying in the Northeast line of the aforesaid City of Frisco Sanitary Sewer Easement as recorded in Volume 2315, Page 860 of the Deed Records of Denton County, Texas;

THENCE along the Northeast line of said City of Frisco Sanitary Sewer Easement, as follows:

1. S 01° 44' 20" E 73.32 feet, to a point at the beginning of a curve to the left;
2. SOUTHEASTERLY 137.38 feet, along said curve to the left having a radius of 275.00 feet, a central angle of 28°37'24", and a chord bearing S 16° 03' 02" E 135.96 feet, to the point at the end of said curve;
3. S 30° 21' 44" E 144.46 feet, to a point;
4. N 89° 38' 16" E 507.89 feet, to a point;
5. S 14° 40' 47" E 811.58 feet, to a point;
6. S 08° 12' 47" E 140.27 feet, to a point in the South right-of-way line of Turner Street, also being the North boundary line of a remainder tract to Fox & Jacobs, Inc. by the deed recorded in Volume 697, Page 253 of the Deed Records of Denton County, Texas;

THENCE along the South right-of-way line of Turner Street and the North boundary line of said Fox & Jacobs, Inc. Tract, as follows:

1. SOUTHWESTERLY 16.39 feet, along a curve to the left, having a radius of 470.00 feet, a central angle of 01°59'52", and a chord bearing S 49° 48' 48" W 16.39 feet, to a point at the end of said curve and the beginning of another curve to the right;
2. SOUTHWESTERLY 36.30 feet, along said curve to the right, having a radius of 530.00 feet, a central angle of 03°55'25", and a chord bearing S 50° 46' 35" W 36.29 feet, to a point;

THENCE running along a line 15 feet Southwest of and parallel to the Southwest line of the aforesaid City of Frisco Sanitary Sewer Easement recorded in Volume 2315, Page 860, as follows:

1. N 08° 12' 47" W 165.14 feet, to a point;
2. N 14° 40' 47" W 749.43 feet, to a point;
3. N 45° 21' 44" W 33.70 feet, to a point;
4. S 89° 38' 16" W 481.17 feet, to a point;
5. N 30° 21' 44" W 276.91 feet, to a point;

THENCE N 01° 15' 43" W 107.49 feet, to a point in the West line of aforesaid City of Frisco Sanitary Sewer Easement;

THENCE N 01° 44' 20" W 40.65 feet, to a point;

THENCE N 88° 15' 40" E 36.00 feet, to a point;

THENCE N 01° 44' 20" W 27.23 feet, to a point;

THENCE N 47° 48' 53" E 202.90 feet, to the POINT OF BEGINNING containing 2.203 acre (95,943 square feet) of land.

EXHIBIT "A"

Course	Bearing	Distance
L1	N 01°44'20" W	40.65'
L2	N 88°15'40" E	36.00'
L3	N 01°44'20" W	27.23'
L4	N 47°48'53" E	202.90'

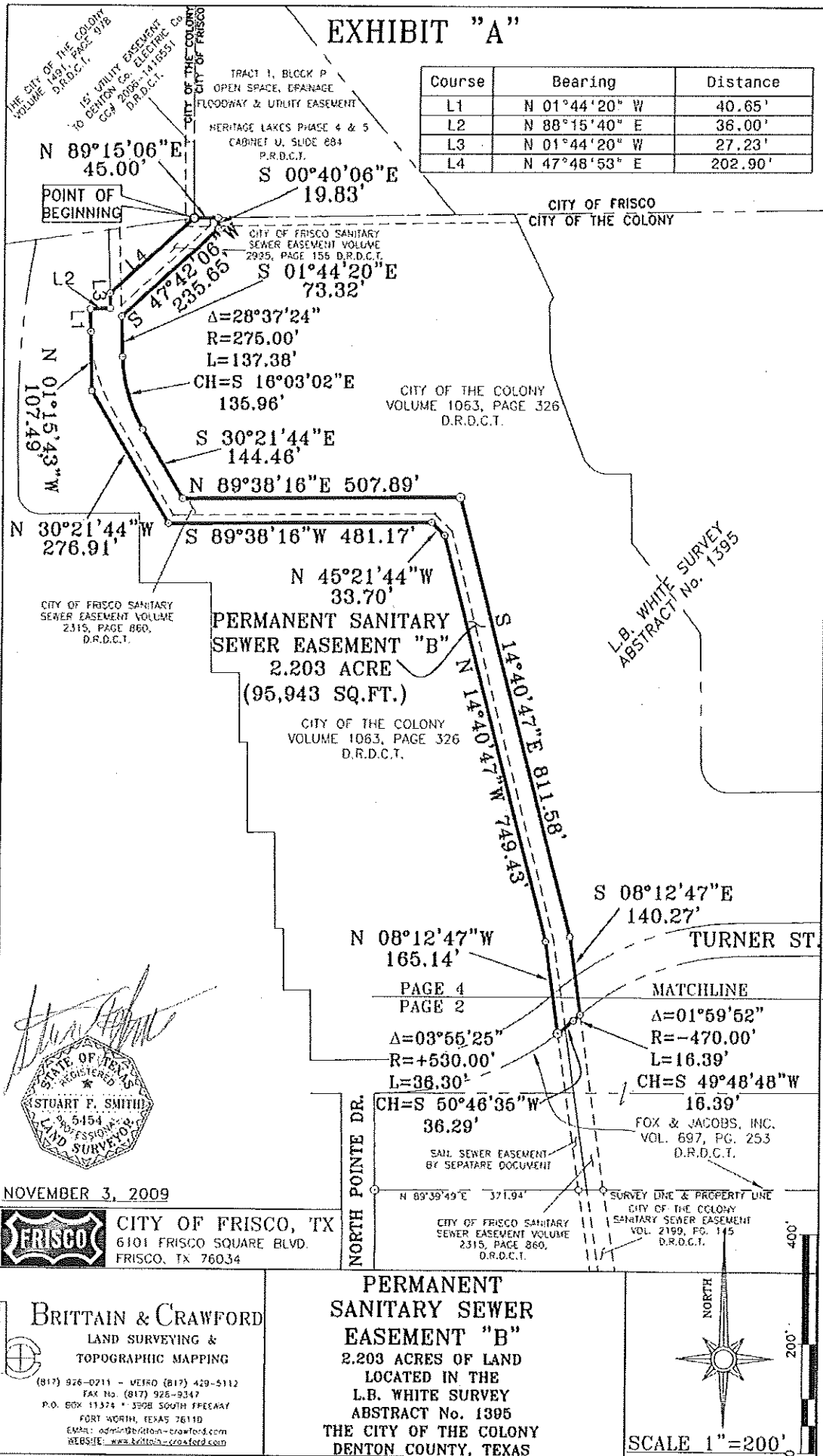


Exhibit 2-2
Temporary Construction Easement
(the “Temporary Construction Easement” or the “TCE”)

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

John Manganilla
City of Frisco, Texas
6101 Frisco Square Boulevard, 3rd Floor
Frisco, Texas 75034

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That the ***CITY OF THE COLONY, TEXAS***, ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee a temporary construction easement for the purpose of constructing utility facilities (the "Facilities"), together with all necessary appurtenances and incidental improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor and located in the City of The Colony, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will automatically terminate upon the final acceptance of the public improvements by the City of Frisco.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2010.

GRANTOR:

CITY OF THE COLONY, TEXAS

By: _____

Name: _____

Title: _____

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for and on behalf of the **CITY OF THE COLONY, TEXAS**, he acknowledged to me he is the duly authorized representative of the City of The Colony, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City Manager for and on behalf of the **CITY OF FRISCO, TEXAS**, a Texas home rule municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT "A"

BEING a 40-foot-wide strip of land located in the D.C. BRIDGES SURVEY, ABSTRACT No. 84, City of The Colony, Denton County, Texas, and being a portion of the tract of land conveyed to the City of The Colony by the deed recorded in Volume 3463, Page 264 of the Deed Records of Denton County, Texas. Said 40-foot-wide of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East boundary line of said City of The Colony Tract, and the West right-of-way line of the Burlington Northern Santa Fe Railroad, being located N 08° 58' 14" E 114.54 feet from a point at the intersection of the West right-of-way line of said Burlington Northern Santa Fe Railroad and the North right-of-way line of Carroll Drive;

THENCE running along a line 55 feet Southwest of and parallel to the Southwest line of an existing City of The Colony Sanitary Sewer Easement according to the deed recorded in Volume 2199, Page 145 of the Deed Records of Denton County, Texas as follows:

1. N 80° 28' 17" W 6.75 feet, to a point at the beginning of a curve to the right;
2. NORTHWESTERLY 185.47 feet, along said curve to the right having a radius of 360.00 feet, a central angle of 29°31'07", and a chord bearing N 65° 42' 01" W 183.43 feet to a point at the end of said curve;
3. N 50° 56' 27" W 246.97 feet, to a point;

THENCE S 39° 03' 33" W 136.68 feet, to a point lying in the Northeast right-of-way line of the aforesaid Carroll Drive;

THENCE NORTHWESTERLY 40.04 feet, along a curve to the right having a radius of 1825.00 feet, a central angle of 01°15'25", and a chord bearing N 53° 19' 44" W 40.03 feet, to a point;

THENCE N 39° 03' 33" E 138.35 feet, to a point;

THENCE running along a line 55 feet Southwest of and parallel to the Southwest line of the aforesaid City of The Colony Sanitary Sewer Easement as follows:

1. N 50° 56' 27" W 185.63 feet, to a point at the beginning of a curve to the right,
2. NORTHWESTERLY 268.24 feet, along said curve to the right having a radius of 360.00 feet, a central angle of 42°41'28", and a chord bearing N 29° 35' 43" W 262.07 feet to a point at the end of said curve;
3. N 08° 14' 58" W 1005.69 feet, to a point at lying in the North boundary line of said City of The Colony tract;

THENCE N 89° 39' 49" E 40.38 feet, along the North boundary line of said City of The Colony tract, to a point;

THENCE running along a line 15 feet Southwest of and parallel to the Southwest line of the aforesaid City of The Colony Sanitary Sewer Easement as follows:

1. S 08° 14' 58" E 1000.13 feet, to a point at the beginning of a curve to the left;
2. SOUTHEASTERLY 238.43 feet, along said curve to the left having a radius of 320.00 feet, a central angle of 42°41'28", and a chord bearing S 29° 35' 43" E 232.95 feet, to a point at the end of said curve;
3. S 50° 56' 27" E 472.60 feet, to a point at the beginning of a curve to the left,
4. SOUTHEASTERLY 164.85 feet, along said curve to the left having a radius of 320.00 feet, a central angle of 29°31'01", and a chord bearing S 65° 41' 58" E 163.04 feet to a point at the end of said curve;
5. S 80° 28' 17" E 6.36 feet, to a point lying in the East boundary line of said City of The Colony tract and the West right-of-way line of aforesaid Burlington Northern Santa Fe Railroad;

THENCE S 08° 58' 14" W 40.00 feet, along the East boundary line of said City of The Colony to the POINT OF BEGINNING containing 1.881 acre (81,924 square feet) of land.

EXHIBIT "A"

MATCHLINE

L.B. WHITE SURVEY
ABSTRACT No. 1395

TURNER ST.

CITY OF FRISCO SANITARY
SEWER EASEMENT VOLUME
2315, PAGE 204
D.P.D.C.T.

FOX & JACOBS, INC.
VOL. 697, PG. 253
D.P.D.C.T.

R.D. HARDING SURVEY
ABSTRACT No. 611

N 89°39'49"E
40.38'

N 89°39'49"E 331.55'

D.C. BRIDGES SURVEY
ABSTRACT No. 84

N 08°14'58"E 1005.69'

CITY OF THE COLONY
SANITARY SEWER EASEMENT
VOL. 1199, PG. 145
D.P.D.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT "A"
1.881 ACRES
(81,924 SQ.FT.)

SURVEY LINE & PROPERTY LINE

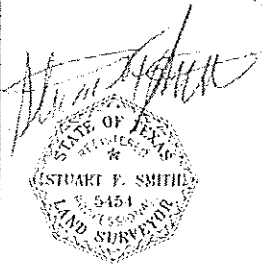
Course	Bearing	Distance
L1	N 80°28'17" W	6.75'
L2	Rad: 360.00' Tan: 94.84' Chd: N 65°42'01" W	Arc: 185.47' CA: 29°31'07" 183.43'
L3	N 50°56'27" W	246.97'
L4	S 39°03'33" W	136.68'
L5	Rad: 1825.00' Tan: 20.02' Chd: N 53°19'44" W	Arc: 40.04' CA: 1°15'25" 40.03'
L6	N 39°03'33" E	138.35'
L7	N 50°56'27" W	185.63'
L8	Rad: 360.00' Tan: 140.69' Chd: N 29°35'43" W	Arc: 268.24' CA: 42°41'28" 262.07'
L9	Rad: 320.00' Tan: 125.06' Chd: S 29°35'43" E	Arc: 238.43' CA: 42°41'28" 232.95'
L10	S 50°56'27" E	472.60'
L11	Rad: 320.00' Tan: 84.30' Chd: S 65°41'58" E	Arc: 164.85' CA: 29°31'01" 163.04'
L12	S 80°28'17" E	6.36'
L13	S 08°58'14" W	40.00'

CITY OF THE COLONY
VOLUME 3463, PAGE 264
D.P.D.C.T.

CITY OF THE COLONY
SANITARY SEWER EASEMENT
VOL. 2159, PG. 145
D.P.D.C.T.

CARROLL DRIVE

BNSF RAILROAD



OCTOBER 29, 2009



CITY OF FRISCO, TX
6101 FRISCO SQUARE BLVD.
FRISCO, TX 76034

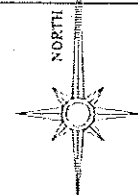
1/2" IRON
ROD
FOUND

POINT OF
BEGINNING

BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

(972) 424-0211 • (972) 429-5112
Fax: (972) 926-2247
P.O. Box 11372 • 75081-1372
Frisco, Texas 75034
Email: brittain@brittain-crawford.com
Website: www.brittain-crawford.com

TEMPORARY
CONSTRUCTION
EASEMENT "A"
1.881 ACRES OF LAND
LOCATED IN THE
D.C. BRIDGES SURVEY
ABSTRACT No. 84
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS



SCALE 1"=200'

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT B

BEING a 40-foot-wide strip of land located in the L.B. WHITE SURVEY, ABSTRACT No. 1395, City of The Colony, Denton County, Texas, and being a portion of the tract of land conveyed to the City of The Colony by the deed recorded in Volume 1053, Page 326 of the Deed Records of Denton County, Texas. Said 40-foot-wide strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South right-of-way line of Turner Street (a 60-foot-wide right-of-way) being located N 74° 24' 49" E 308.11 feet from a point at the intersection of the South right-of-way line of said Turner Street and the East right-of-way line Northpointe Drive (a 50-foot-wide right-of-way).

THENCE N 08° 12' 47" W 182.94 feet, to a point;

THENCE N 14° 40' 47" W 740.69 feet, to a point;

THENCE S 89° 38' 16" W 490.94 feet, to a point;

THENCE N 30° 21' 44" W 58.93 feet, to a point lying in the East boundary line of Lot 12, Block 167, of The Colony No. 23, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet B, Page 64 of the Plat Records of Denton County, Texas;

THENCE N 00° 36' 58" W 7.25 feet, along the East boundary line of said Lot 12 to a point at the Northeast corner of Lot 12;

THENCE S 89° 23' 02" W 4.14 feet, along the North boundary line of said Lot 12 to a point;

THENCE N 30° 21' 44" W 180.75 feet, to a point;

THENCE N 29° 30' 35" W 64.09 feet, to a point;

THENCE N 01° 15' 43" W 115.91 feet, to a point;

THENCE N 88° 44' 17" E 40.00 feet, to a point lying in the West boundary line of an existing City of Frisco Sanitary Sewer Easement according to the deed recorded in Volume 2315, Page 880 of the Deed Records of Denton County, Texas;

THENCE S 01° 15' 43" E 105.92 feet, to a point;

THENCE S 29° 32' 57" E 53.56 feet, to a point;

THENCE running along a line 15 feet Southwest of and parallel to the Southwest line of said City of Frisco Sanitary Sewer Easement as follows:

1. S 30° 21' 44" E 224.72 feet, to a point;

2. N 89° 38' 16" E 461.17 feet, to a point;

3. S 45° 21' 44" E 33.70 feet, to a point;

4. S 14° 40' 47" E 749.43 feet, to a point;

5. S 08° 12' 47" E 165.14 feet, to a point lying in the South right-of-way line of the aforesaid Turner Street;

THENCE SOUTHWESTERLY 44.76 feet, along a curve to the right having a radius of 530.00 feet, a central angle of 04° 50' 20", and a chord bearing S 55° 09' 27" W 44.75 feet to the POINT OF BEGINNING containing 1.678 acre (73,085 square feet) of land.

EXHIBIT "A"

THE CITY OF THE COLONY
VOLUME 1491, PAGE 925
D.R.D.C.T.

TRACT 1, BLOCK P
GREEN SPUR DRAINAGE
EASEMENT & UTILITY EASEMENT

MONTAGE LINES PHASE 4 & 5
CABINET U, BLUE 984
P.D.C.T.

CITY OF FRISCO SANITARY
SEWER EASEMENT VOLUME
2315, PAGE 156 D.R.D.C.T.

CITY OF FRISCO
CITY OF THE COLONY
TEMPORARY
CONSTRUCTION
EASEMENT "C"

CITY OF THE COLONY
VOLUME 1063, PAGE 326
D.R.D.C.T.

CITY OF FRISCO SANITARY
SEWER EASEMENT VOLUME
2315, PAGE 156
D.R.D.C.T.

LOT 12,
BLOCK 107

THE COLONY No. 23
CABINET B, SLIDE 64
P.R.D.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT "B"
1.678 ACRE
(73,085 SQ.FT.)

CITY OF THE COLONY
VOLUME 1063, PAGE 326
D.R.D.C.T.

L.B. WHITE SURVEY
ABSTRACT No. 1395

Course	Bearing	Distance
L1	N 30°21'44" W	58.93'
L2	N 00°36'58" W	7.25'
L3	S 89°23'02" W	4.14'
L4	N 30°21'44" W	180.75'
L5	N 29°30'35" W	64.09'
L6	N 01°15'43" W	115.91'
L7	N 88°44'17" E	40.00'
L8	S 01°15'43" E	105.92'
L9	S 29°32'57" E	53.56'
L10	S 30°21'44" E	224.72'

N 08°12'47" W
182.94'

POINT OF
BEGINNING

S 08°12'47" E
165.14'

TURNER ST.

Δ=4°50'20"
R=530.00'
L=44.76'

CH=S 55°09'27" W
44.75'

FOX & JACOBS, INC.
VOL. 697, PG. 253
D.R.D.C.T.

NOVEMBER 3, 2009



CITY OF FRISCO, TX
6101 FRISCO SQUARE BLVD.
FRISCO, TX 76034

STUART F. SMITH
5454
LAND SURVEYOR

NORTH POINTE DR.

SAN SEWER EASEMENT
BY SEPARATE DOCUMENT

CITY OF FRISCO SANITARY
SEWER EASEMENT VOLUME
2315, PAGE 360
D.R.D.C.T.

SURVEY LINE & PROPERTY LINE

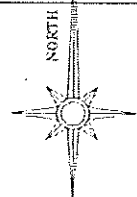
CITY OF THE COLONY
SANITARY SEWER EASEMENT
VOLUME 2315, PG. 145
D.R.D.C.T.

BRITTAIR & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

PHONE 972-421-1111 • MOBILE 972-421-1112
FAX 972-421-1113 972-421-1114
P.O. BOX 11114 • 3000 SOUTH FRISCO
RD. • FRISCO, TEXAS 76034
EMAIL: info@brittairandcrawford.com
WEBSITE: www.brittairandcrawford.com

TEMPORARY
CONSTRUCTION
EASEMENT "B"

1.678 ACRES OF LAND
LOCATED IN THE
L.B. WHITE SURVEY
ABSTRACT No. 1395
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS



SCALE 1"=200'

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT "C"

BEING a 40-foot-strip of land located in the L.B. WHITE SURVEY, ABSTRACT No. 1395, City of The Colony, Denton County, Texas, and being a portion of the tract of land conveyed to the City of The Colony by the deed recorded in Volume 1063, Page 326 of the Deed Records of Denton County, Texas. Said 40-foot-wide strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North boundary line of the said City of The Colony tract and the South boundary line of Tract 1, Block P, Heritage Lakes Phase 4 and 5, an addition to the City of Frisco, Denton County, Texas according to the plat recorded in Cabinet U, Slide 884, of the Plat Records of Denton County, Texas. Said POINT OF BEGINNING being located S 89° 15' 06" W 393.99 feet, from a ½" iron rod found at the Southeast Corner of said Tract 1, Block P;

THENCE S 00° 40' 06" E 37.85 feet, to a point;

THENCE S 47° 42' 07" W 287.85 feet, to a point lying in the East line of an existing City of Frisco Sanitary Sewer Easement according to the deed recorded in Volume 2315, Page 860 of the Deed Records of Denton County, Texas;

THENCE N 01° 44' 20" W 52.65 feet, along the East line of said City of Frisco Sanitary Sewer Easement to a point;

THENCE N 47° 42' 07" E 235.65 feet, along the Southeast line of said City of Frisco Sanitary Sewer Easement, to a point;

THENCE N 00° 40' 06" W 19.83 feet, continuing along the East line of said City of Frisco Sanitary Sewer Easement to a point lying in the North boundary line of the aforesaid City of The Colony tract;

THENCE N 89° 15' 06" E 40.00 feet, along the North boundary line of said City of The Colony tract to the POINT OF BEGINNING containing 0.267 acre (11,623 square feet) of land.

EXHIBIT "A"

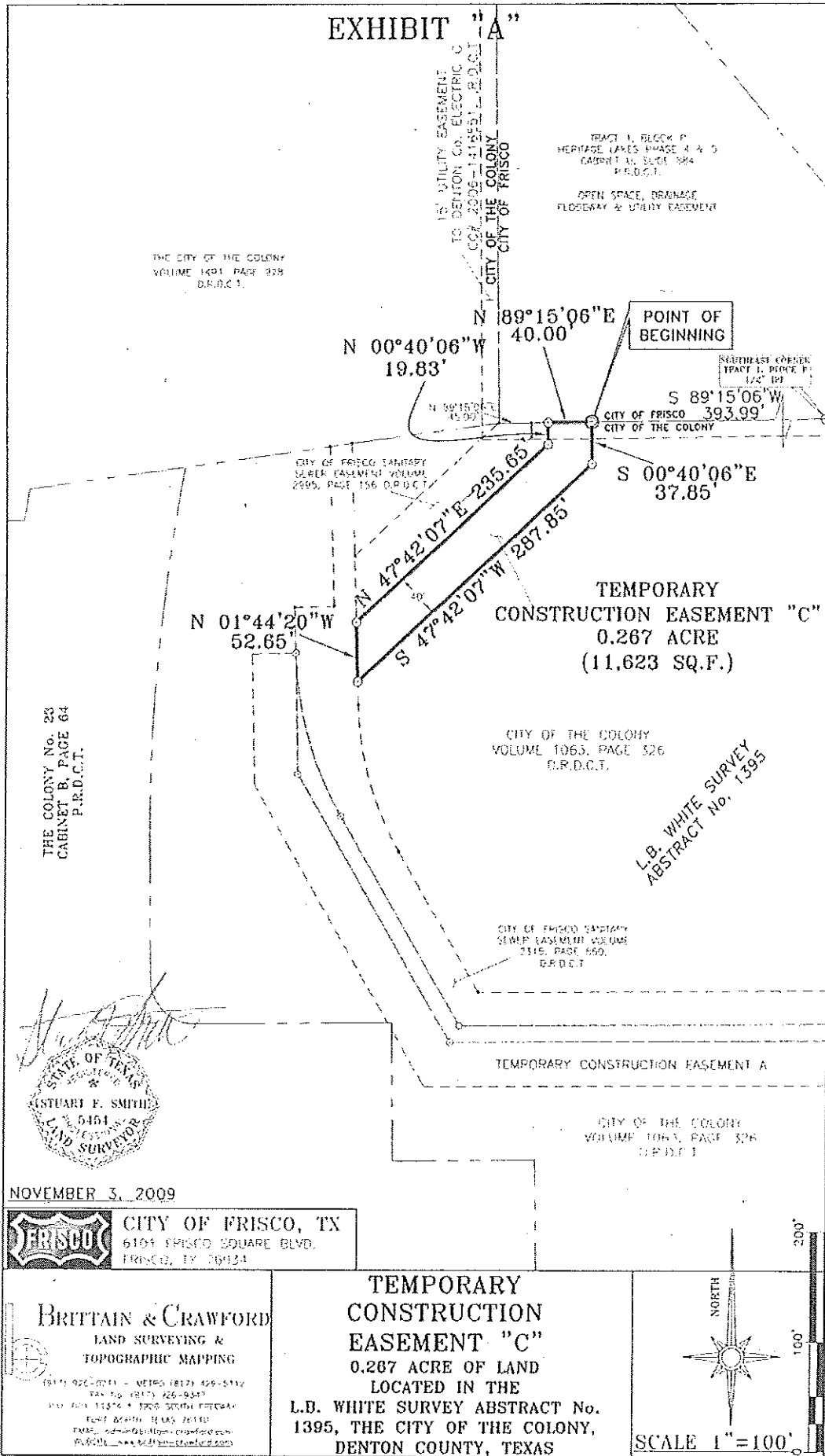


Exhibit 2-3
Additional Utility Easement
(the “Additional Easement”)

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

John Manganilla
City of Frisco, Texas
6101 Frisco Square Boulevard, 3rd Floor
Frisco, Texas 75034

UTILITY EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That ***FOX & JACOBS, INC.***, ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain utility facilities (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of The Colony, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said utility easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part

thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted (the "Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such

condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2010.

GRANTOR:

FOX & JACOBS, INC.

By: _____

Name: _____

Title: _____

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for and on behalf of **FOX & JACOBS INC.**; he acknowledged to me he is the duly authorized representative of FOX & JACOBS, Inc. and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City Manager for and on behalf of the **CITY OF FRISCO, TEXAS**, a Texas home rule municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT

BEING 45-foot-wide strip of land in the R.D. HARDING SURVEY, ABSTRACT No. 611, and the L.B. WHITE SURVEY, ABSTRACT No. 1395, City of The Colony, Denton County, Texas, and being a portion of the tract of land conveyed to Fox & Jacobs, Inc. by the deed recorded in Volume 697, Page 253 of the Deed Records of Denton County, Texas, and incorporating a portion of the City of Frisco Sanitary Sewer Easement as recorded in Volume 2315, Page 860 of the Deed Records of Denton County, Texas. Said 45-foot-wide strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South boundary line of said Fox & Jacobs, Inc. Tract, being located N 89° 39' 49" E 371.94 feet from a point at the intersection of the South boundary line of said Fox & Jacobs, Inc. Tract and the East right-of-way line of Northpointe Drive (a 50-foot-wide right-of-way);

THENCE N 08° 12' 47" W 282.69 feet, running along a line 15 feet West of and parallel to the West line of said City of Frisco Sanitary Sewer Easement to a point lying in the South right-of-way line of Turner Street (a 60-foot-wide right-of-way);

THENCE NORTHEASTERLY 36.30 feet, along the South right-of-way line of said Turner Street with a curve to the left having a radius of 530.00 feet, a central angle of 03°55'25", and a chord bearing N 50° 46' 35" E 36.29 feet, to a point at the end of said curve and the beginning of another curve to the right;

THENCE NORTHEASTERLY 16.39 feet, along the South right-of-way line of said Turner Street with said curve to the right having a radius of 470.00 feet, a central angle of 01°59'52", and a chord bearing N 49° 48' 48" E 16.39 feet, to a point at the end of said curve;

THENCE S 08° 12' 47" E 316.29 feet, along the East line of the aforesaid City of Frisco Sanitary Sewer Easement to a point lying in the South boundary line of aforesaid Fox & Jacobs, Inc. Tract;

THENCE S 89° 39' 49" W 45.43 feet, along the South boundary line of said Fox & Jacobs, Inc. Tract to the POINT OF BEGINNING containing 0.309 acre (13,476 square feet) of land.

EXHIBIT "A"

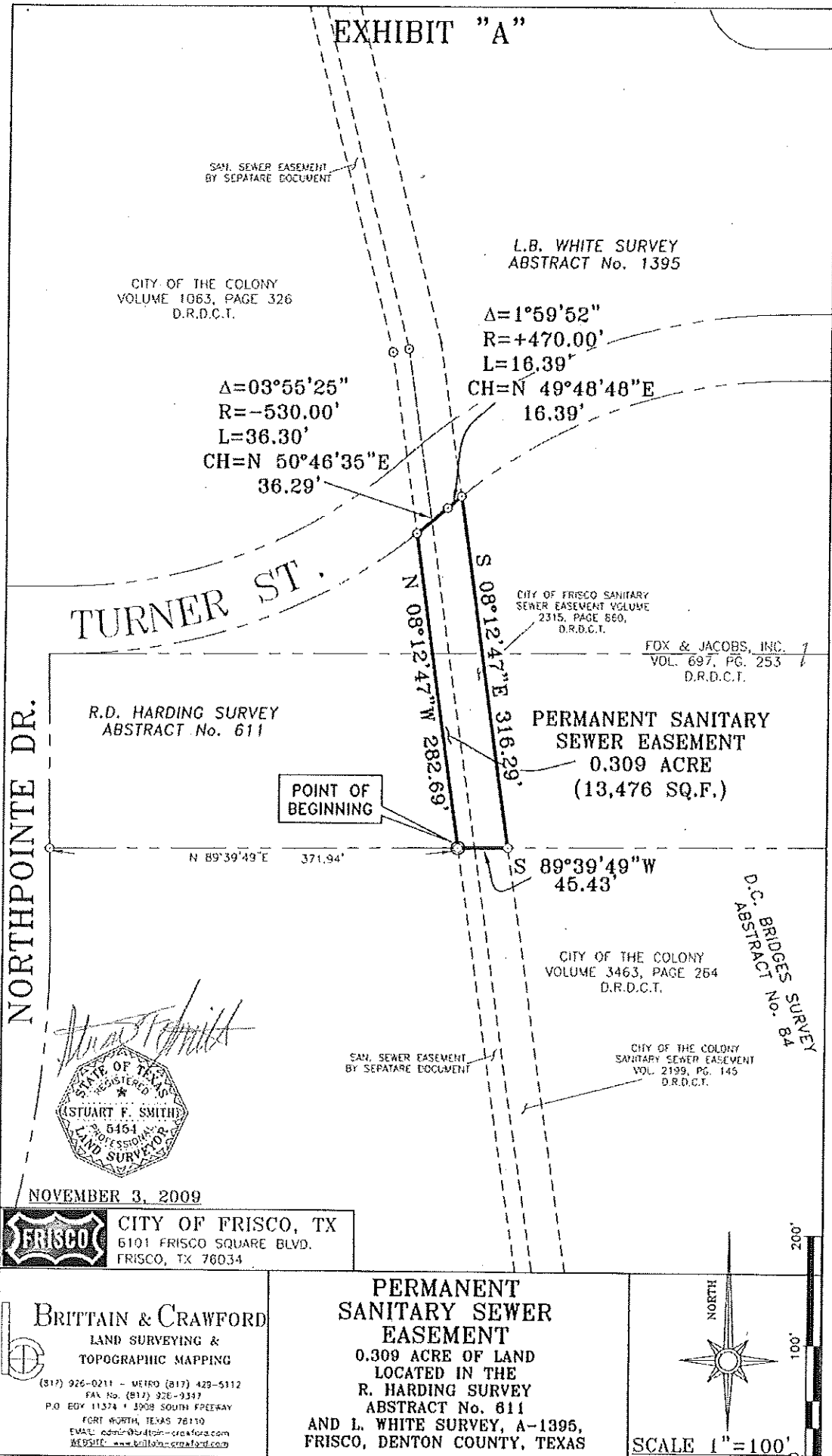


Exhibit 2-4
Additional Temporary Construction Easement
(the “Additional Temporary Construction Easement” or “Additional TCE”)

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

John Manganilla
City of Frisco, Texas
6101 Frisco Square Boulevard, 3rd Floor
Frisco, Texas 75034

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That ***FOX & JACOBS, INC.***, ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee a temporary construction easement for the purpose of constructing utility facilities (the "Facilities"), together with all necessary appurtenances and incidental improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor and located in the City of The Colony, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will automatically terminate upon the final acceptance of the public improvements by the City of Frisco.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2010.

GRANTOR:

FOX & JACOBS, INC.

By: _____

Name: _____

Title: _____

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for and on behalf of **FOX & JACOBS INC.**; he acknowledged to me he is the duly authorized representative of FOX & JACOBS, Inc. and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City Manager for and on behalf of the **CITY OF FRISCO, TEXAS**, a Texas home rule municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING 40-foot-wide strip of land located in the R.D. HARDING SURVEY, ABSTRACT No. 611, and the L.B. WHITE SURVEY, ABSTRACT No. 1395, City of The Colony, Denton County, Texas, and being a portion of the tract of land conveyed to Fox & Jacobs, Inc. by the deed recorded in Volume 697, Page 253 of the Deed Records of Denton County, Texas. Said 40-foot-wide strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South boundary line of said Fox & Jacobs, Inc. Tract, being located N 89° 39' 49" E 331.56 feet from a point at the intersection of the South boundary line of said Fox & Jacobs, Inc. Tract and the East right-of-way line of Northpointe Drive (a 50-foot-wide right-of-way);

THENCE N 08° 12' 47" W 257.10 feet, running along a line 55 feet West of and parallel to the West line of an existing City of Frisco Sanitary Sewer Easement according to the deed recorded in Volume 2315, Page 880 of the Deed Records of Denton County, Texas, to a point lying in the South right-of-way line of Turner Street (a 60-foot-wide right-of-way);

THENCE NORTHEASTERLY 44.76 feet, along the South right-of-way line of said Turner Street with a curve to the left having a radius of 530.00 feet, a central angle of 04°50'20", and a chord bearing N 55° 09' 27" E 44.75 feet, to a point;

THENCE S 08° 12' 47" E 282.69 feet, along a line 15 feet West of and parallel to the West line of said City of Frisco Sanitary Sewer Easement to a point lying in the South boundary line of aforesaid Fox & Jacobs, Inc. Tract;

THENCE S 89° 39' 49" W 40.38 feet, along the South boundary line of said Fox & Jacobs, Inc. Tract to the POINT OF BEGINNING containing 0.248 acre (10,782 square feet) of land.

EXHIBIT "A"

SAN. SEWER EASEMENT BY SEPARATE DOCUMENT

TEMP. CONSTR. EASEMENT BY SEPARATE DOCUMENT

CITY OF THE COLONY
VOLUME 1063, PAGE 326
D.R.D.C.T.

$\Delta=04^{\circ}50'20''$
 $R=530.00'$
 $L=44.76'$
 $CH=N\ 55^{\circ}09'27''E\ 44.75'$

TURNER ST.

NORTHPOINTE DR.

R.D. HARDING SURVEY
ABSTRACT No. 611

POINT OF BEGINNING

$N\ 08^{\circ}12'47''W\ 257.10'$
 $S\ 08^{\circ}12'47''E\ 282.69'$

TEMPORARY CONSTRUCTION EASEMENT
0.248 ACRE
(10,782 SQ.F.)

$N\ 89^{\circ}39'49''E\ 331.56'$
 $S\ 89^{\circ}39'49''W\ 40.38'$

TEMP. CONSTR. EASEMENT BY SEPARATE DOCUMENT

SAN. SEWER EASEMENT BY SEPARATE DOCUMENT

CITY OF FRISCO SANITARY SEWER EASEMENT VOLUME 2315, PAGE 269, D.R.D.C.T.

FOX & JACOBS, INC.
VOL. 697, PG. 253
D.R.D.C.T.

CITY OF THE COLONY
VOLUME 3463, PAGE 264
D.R.D.C.T.

CITY OF THE COLONY
SANITARY SEWER EASEMENT
VOL. 2199, PG. 145
D.R.D.C.T.

D.C. BRIDGES SURVEY
ABSTRACT No. 84

STATE OF TEXAS
REGISTERED
STUART F. SMITH
6454
PROFESSIONAL LAND SURVEYOR

OCTOBER 29, 2009

FRISCO CITY OF FRISCO, TX
 6101 FRISCO SQUARE BLVD.
 FRISCO, TX 76034

TEMPORARY CONSTRUCTION EASEMENT
0.248 ACRE OF LAND
LOCATED IN THE
R. HARDING SURVEY
ABSTRACT No. 611
AND L. WHITE SURVEY, A-1395
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

BRITTAIN & CRAWFORD
 LAND SURVEYING &
 TOPOGRAPHIC MAPPING
 (817) 926-0211 • METRO (817) 429-5112
 FAX No. (817) 926-9347
 P.O. BOX 11374 • 3939 SOUTH FREEWAY
 FORT WORTH, TEXAS 76110
 EMAIL: cdm@brittain-crawford.com
 WEBSITE: www.brittain-crawford.com

SCALE 1"=100'

Exhibit 3
Property to be Released by The Colony and Annexed by Frisco

**LEGAL DESCRIPTION
DE-ANNEXATION**

BEING 22.391 acres of land located in the B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 171, and the B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 179, Denton County, Texas, and being a portion of the City of the Colony, Texas Annexation Ordinance No. 379, recorded in Volume 1824, Page 137 of the Deed Records of Denton County, Texas, and also being a portion of the tract of land designated as Tract 1 in the deed to Pulte Homes of Texas, L.P. recorded in County Clerk's File No. 2004-118342 of the Deed Records of Denton County, Texas, and a portion of the tracts of land designated as Parcel No. 1 and Parcel No. 2 in the deed to the United States of America recorded in Volume 466, Page 84 of the Deed Records of Denton County, Texas. Said 22.391 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the Northeast corner of said City of The Colony, Texas Annexation Ordinance No. 379, and said POINT OF BEGINNING also being a re-entrant corner on the West boundary line of Block G6, Frisco Lakes by Del Webb Golf Course, an addition to the City of Frisco, Denton County, Texas, according to the plat recorded in Cabinet X, Slide 592 of the Plat Records of Denton County, Texas;

THENCE along the East boundary line of said City of The Colony, Texas Annexation Ordinance No. 379, as follows:

1. S 00° 59' 20" E 910.51 feet, to a concrete U.S. Corps of Engineers Boundary Monument, No. 6621C-5 found in the East boundary line of the aforesaid Parcel No. 2 to the United States of America;
2. S 01° 37' 51" E 199.61 feet, along the East boundary line of said Parcel No. 2 to a concrete U.S. Corps of Engineers Boundary Monument, No. 6632-1-8 found;

THENCE S 15° 34' 23" W 139.30 feet, severing said City of The Colony, Texas Annexation Ordinance No. 379, and crossing said Parcel No. 2 to a concrete U.S. Corps of Engineers Boundary Monument, No. 66210-2 found in the West boundary line of said Parcel No. 2;

THENCE S 10° 15' 39" W 812.77 feet, along the West boundary line of said Parcel No. 2 to a concrete U.S. Corps of Engineers Boundary Monument, No. 66210-1 found;

THENCE N 89° 45' 42" E 117.90 feet, along the North boundary line of aforesaid Parcel No. 1 to the United States of America to a concrete U.S. Corps of Engineers Boundary Monument, No. 6621-1-7 found at the Northeast corner of said Parcel No. 1, lying in the West boundary line of said Parcel No. 2;

THENCE along the East boundary line of said Parcel No. 1 and the West boundary line of said Parcel No. 2, as follows:

1. S 16° 51' 56" W 629.35 feet, to a concrete U.S. Corps of Engineers Boundary Monument, No. 5632-1-6 found;
2. S 67° 28' 50" W 28.52 feet, to a point in the West boundary line of said City of The Colony, Texas Annexation Ordinance No. 379;

THENCE along the West boundary line of said City of The Colony, Texas Annexation Ordinance No. 379, as follows:

1. N 08° 33' 41" W 1518.57 feet, to a point;
2. N 01° 36' 42" W 233.00 feet, to a point;
3. N 00° 59' 36" W 939.00 feet, to a point at the Northwest corner of said City of The Colony, Texas Annexation Ordinance No. 379;

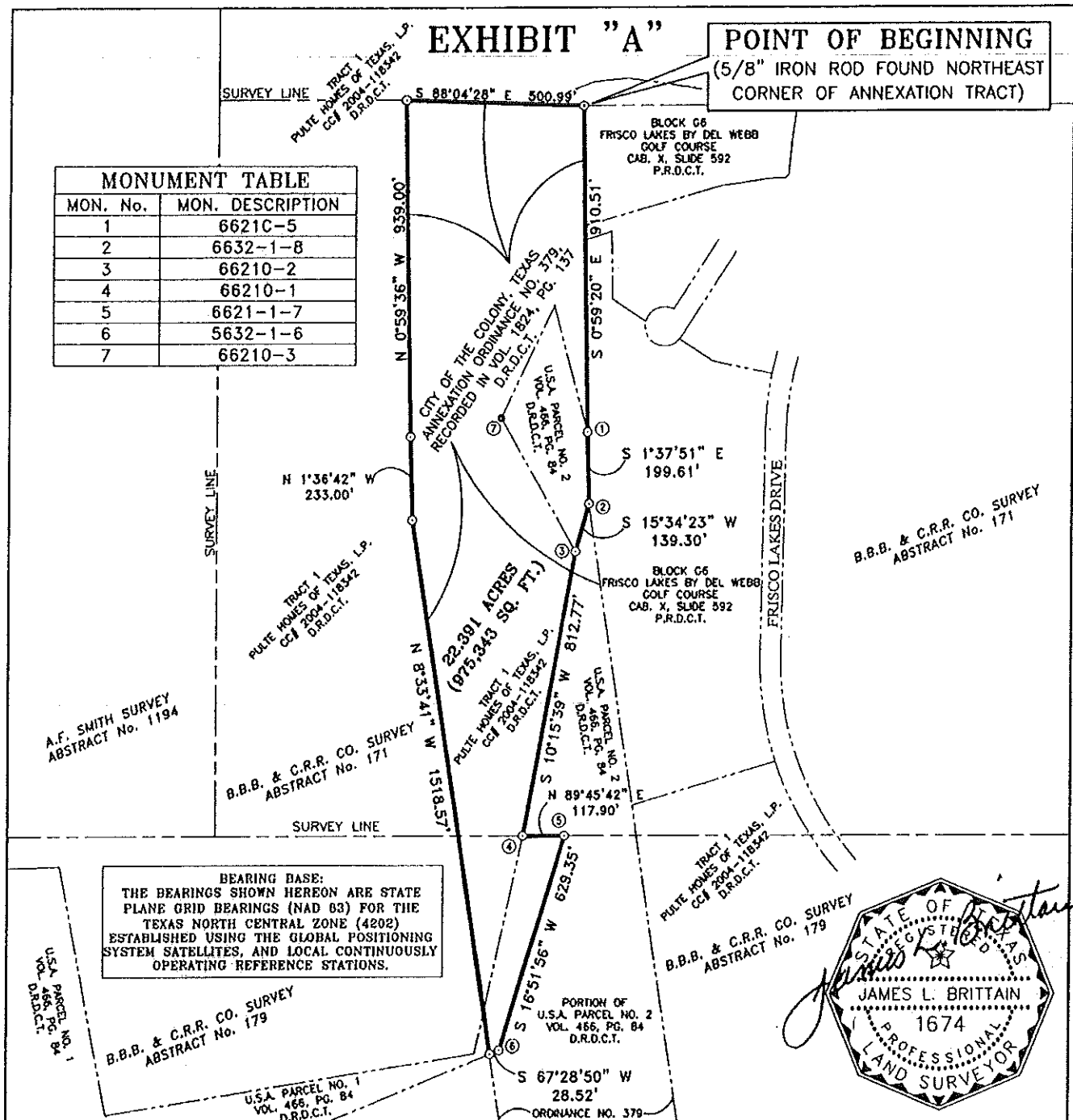
THENCE S 88° 04' 28" E 500.99 feet, along the North boundary line of said City of The Colony, Texas Annexation Ordinance No. 379 to the POINT OF BEGINNING containing 22.391 acres (975,343 square feet) of land.

EXHIBIT "A"

POINT OF BEGINNING

(5/8" IRON ROD FOUND NORTHEAST CORNER OF ANNEXATION TRACT)

MONUMENT TABLE	
MON. No.	MON. DESCRIPTION
1	6621C-5
2	6632-1-8
3	66210-2
4	66210-1
5	6621-1-7
6	5632-1-6
7	66210-3



THE COLONY, TEXAS DE-ANNEXATION PROJECT

BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

(817) 926-0211 - METRO (817) 429-5112
FAX No. (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

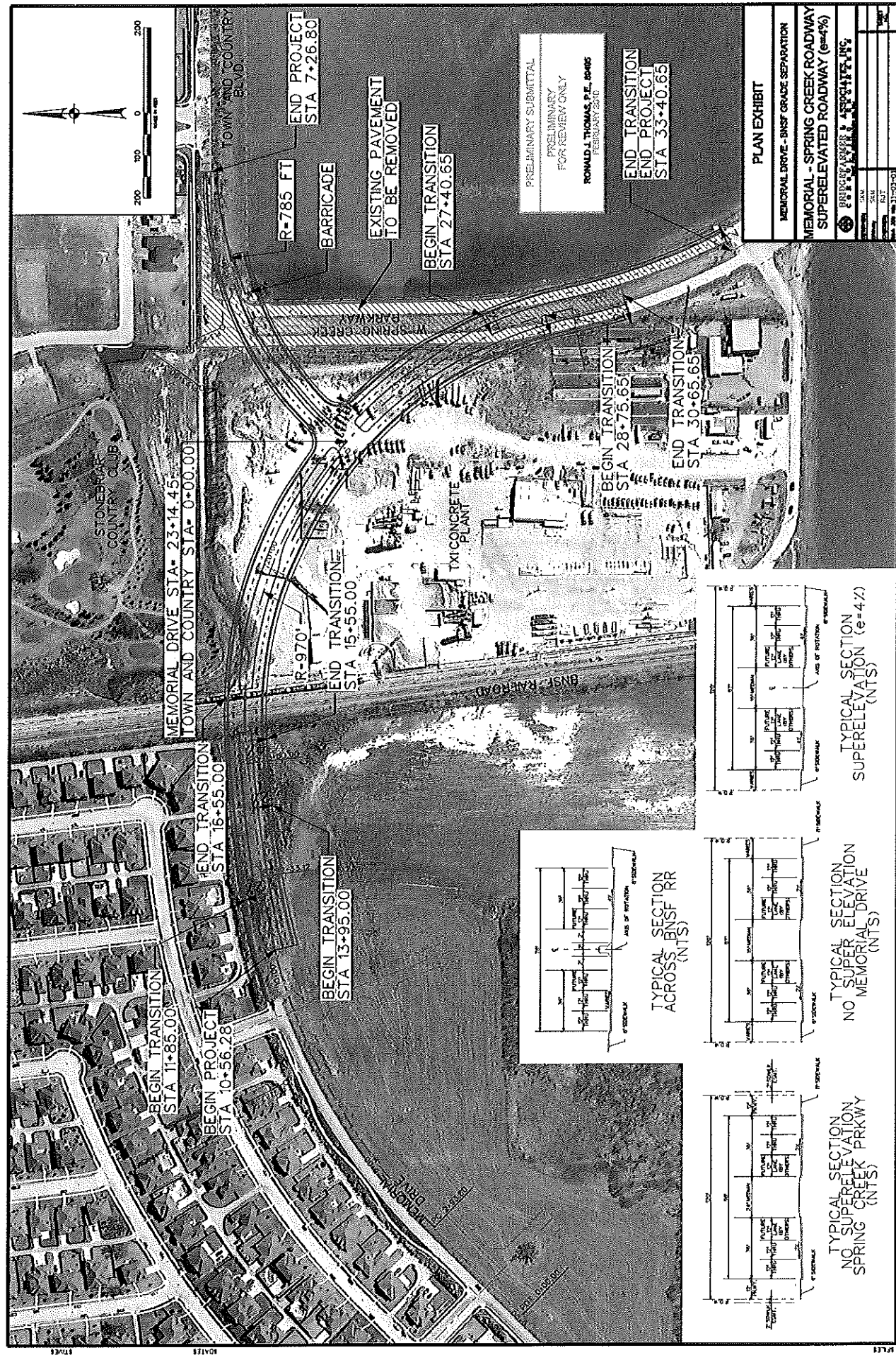
EXHIBIT MAP
OF
22.391 ACRES OF LAND
LOCATED IN
THE B.B.B. & C.R.R. CO. SURVEY,
ABSTRACT No. 171, AND THE B.B.B. &
C.R.R. CO. SURVEY, ABSTRACT No. 179,
DENTON COUNTY, TEXAS

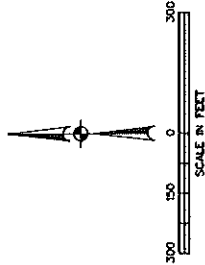
STATE OF TEXAS
JAMES L. BRITTAIN
1674
PROFESSIONAL
LAND SURVEYOR

SCALE 1"=400'

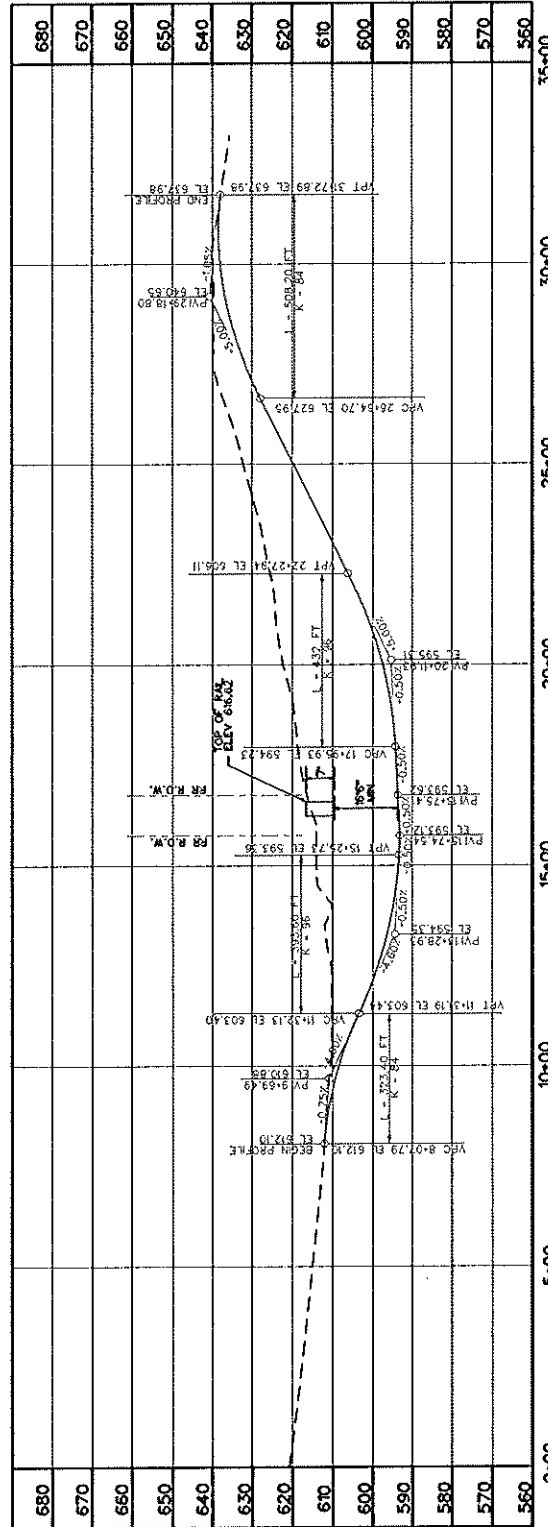
PAGE 3 OF 3

Exhibit 4
Graphic Depiction of “Project”

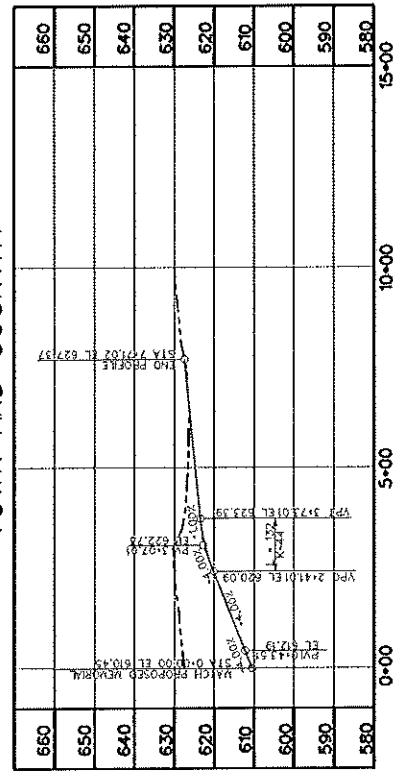




MEMORIAL - SPRING CREEK



TOWN AND COUNTRY



PRELIMINARY SUBMITTAL
PRELIMINARY
FOR REVIEW ONLY
RONALD J. THOMAS P.E. 69465
FEBRUARY 2010

PROFILE EXHIBIT - UNDERPASS	
MEMORIAL DRIVE - BRIDGE SEPARATION	
SUPERELEVATED ROADWAY (6-4%)	
JUNIOR ENGINEERING ASSOCIATES, INC.	
DATE	2/10/10
BY	RJT
CHECKED BY	RJT
SCALE	1"=20'

Exhibit 5
Graphic Depiction of Connection of Lone Star Parkway to FM423

